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THE HONORABLE EDWARD F. SHEA

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

NOV 23 2010

JAMES R. LARSEN, CLERK
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RICHLAND, WASHINGTON

7 *Attorneys for Defendants bVisual USA, Inc.,*
8 *bVisual Group LTD., d/b/a bVisual World*
9 *Distribution LTD., bVisual S.A.,*
10 *Stephan Anthony Larson, Brian Larson,*
11 *Jane Doe Larson, and Allan Holbrook*

9 IN THE UNITED STATES DISTRICT COURT
10 FOR THE EASTERN DISTRICT OF WASHINGTON AT SPOKANE

11 NUMBERS LICENSING, LLC, a
12 Washington limited liability
13 company,

14 Plaintiff,

15 v.

16 bVISUAL USA, INC., a Delaware
17 corporation, bVISUAL GROUP
18 LTD., d/b/a bVISUAL WORLD
19 DISTRIBUTION LTD., an Irish
20 corporation, bVISUAL S.A., a
21 Panamanian corporation; STEPHAN
22 ANTHONY (TONY) LARSON;
23 BRIAN LARSON, JANE DOE
24 LARSON and their marital
25 community; TOM BORKOWSKI, an
individual; and ALLAN
HOLBROOK, an individual,

Defendants.

CASE NO. CV-09-065-EFS

CONSENT JUDGMENT

1 bVISUAL USA, INC., a Delaware
2 corporation, bVISUAL GROUP
3 LTD., d/b/a bVISUAL WORLD
4 DISTRIBUTION LTD., an Irish
5 corporation, bVISUAL S.A., a
Panamanian corporation, and
TOM BORKOWSKI, an individual,

6 Counterclaim/Third-Party
7 Plaintiffs,

8 v.

9 NUMBERS CONSULTING INC., a
10 Washington limited liability
11 company, NUMBERS LICENSING,
12 LLC, a Washington corporation,
13 RAND RENFROE and JAN
14 RENFROE and their marital
15 property,

16 Counterclaim/Third-Party
17 Defendants.

18 The Complaint in the above-captioned action having been filed on March 5,
19 2009 against Defendants bVisual USA, Inc., bVisual Group Ltd., bVisual S.A.
20 ("bVisual"), Stephan Anthony (Tony) Larson; Brian Larson, Jane Doe Larson,
21 Allan Holbrook, and Tom Borkowski (collectively "Defendants"); and Defendants
22 having filed their Answers with counterclaims and third-party claims against
23 Numbers Consulting Inc., Numbers Licensing, LLC (the "Plaintiff"), Rand
24 Renfroe, and Jan Renfroe (collectively, "Numbers" or "Counterclaim Defendants")
25 on May 4, 2009; and Numbers' Reply to Defendants' counterclaims having been
filed on May 26, 2009; and the Parties having agreed to resolve their claims,

1 counterclaims and third-party claims with prejudice in accordance with the
2 settlement agreement reached by the parties resolving the action on the basis set
3 forth below; and the parties having agreed that the Court may find:
4 Numbers asserted that it is the creator and owner of a system that facilitates an
5 audio and video internet communications service, including the ability to share a
6 user's computer screen with others over the internet (the "System") and that
7 Defendants have infringed Numbers' rights in the System. Defendants denied any
8 wrongdoing or liability on the claims asserted against them. Plaintiffs denied any
9 wrongdoing or liability on the counterclaims and third-party actions asserted
10 against them.

11 In addition to bVisual's ownership rights under the "work made for hire"
12 doctrine of the copyright laws of the United States of America and any other
13 applicable laws, Numbers hereby releases and assigns to bVisual any and all right,
14 title and interest it may have in and to the System, including but not limited to the
15 following: 1) U.S. Copyright Certificate No. TX 6-882-666 and any other federal
16 or common law copyrights related to the System ("Copyrights"); 2) technical and
17 confidential information, including formulas and formulations, techniques and
18 methods, patentable and un-patentable ideas, compositions, data, databases,
19 specifications, process and production information unique to the System ("Know-
20 How"); and 3) any and all applications for patent and patents related thereto in any
21 and all countries, including all divisionals, continuations, reissues, and extensions
22 thereof and all rights of priority resulting from the filing of such application,
23 including pending U.S. Provisional Patent Application Serial No. 61/152,699
24
25

1 ("Patents") (the Copyrights, Know-How and Patents collectively referred to as
2 "Intellectual Property.").

3 All Parties agree that Jan Renfroe resigned and was removed as a
4 Director/Officer of bVisual S.A. effective November 21, 2008.

5 The Court having hereby adopted the foregoing findings; and the parties
6 having further agreed that the Court may enter judgment based on the foregoing
7 findings, and that the Parties claims and causes of action may be settled and
8 dismissed with prejudice on the terms set forth below and more fully set forth in
9 the Settlement Agreement and Releases executed by the Parties on January 25,
10 2010, it is therefore:

11 **ORDERED, ADJUDGED AND DECREED**

12 1. Numbers assigns to bVisual any and all right, title and interest it may
13 have to the Intellectual Property. Numbers shall execute all necessary documents
14 to effectuate the transfer of such rights.

15 2. bVisual shall pay a settlement amount in the sum of One Hundred and
16 Twenty Thousand Dollars (\$120,000) to Numbers (the "Settlement Payment") in
17 settlement of this and related State Court Complaint (*Numbers Consulting, Inc. v.*
18 *bVisual USA, Inc., et al.*, Case Nos. 09-2-119-9 and 09-2-000602-5) for payment
19 of monies due.

20 3. The Parties acknowledge that the Intellectual Property is regarded as
21 highly confidential, particularly the applicable source code. Numbers shall be
22 prohibited from disclosing the Intellectual Property to any other party, and agree
23 that such disclosure shall be deemed a material breach of this agreement. bVisual
24 agrees that Numbers' duty of non-disclosure will not apply to any Intellectual
25

1 Property: 1) that appears in issued patents, printed publications in integrated form
2 or that otherwise is or becomes generally known in the trade through no fault or
3 action of the Plaintiffs; or 2) that Numbers can show by written records was in its
4 possession prior to its relationship with bVisual. Numbers agrees that the
5 Intellectual Property is not deemed published, generally known in the trade, or
6 otherwise within the public domain, merely because certain aspects of the
7 Intellectual Property are embraced by general disclosures in the public domain or
8 in Numbers' possession. Numbers has already filed U.S. Copyright Certificate No.
9 TX 6-882-666 and U.S. Provisional Patent Application Serial No. 61/152,699.
10 While these past filings are not by themselves breaches of this duty of non-
11 disclosure, the existence and contents of these filings shall not be deemed
12 exceptions under subparts 1 and 2 of this paragraph.

13 4. Continuing Protective Order:

14
15 a. The following types of information, produced during the course of
16 discovery or otherwise obtained through the Litigation shall be
"CONFIDENTIAL INFORMATION":

17 i. Any confidential or trade secret information relating to the
18 design, engineering, manufacture, sales, installation,
19 maintenance and service of the parties' equipment, systems
20 software, source code, parts, products and services. This
includes, but is not limited to, information relating to the
System.

21 ii. Names and addresses of the parties' customers, as well as any
22 other information about such customers, including an analysis
23 of their buying or purchasing habits, requirements,
24 specifications, needs, or payment methods.
25

1 iii. The proprietary business methods, plans, systems, or
2 procedures used by the parties in the management and operation
3 of their business, including any proprietary information,
4 methods, systems, know-how, or trade secrets.

5 iv. Any information that a party designated as "CONFIDENTIAL
6 INFORMATION" under the terms of the Protective Order
7 entered in this Case (Dckt. 138), including but not limited to
8 deposition testimony, transcripts, and documents produced in
9 the litigation.

10 b. CONFIDENTIAL INFORMATION was produced and was to be used
11 solely and exclusively for purposes of this case and the related State
12 Court proceeding (*Numbers Consulting, Inc. v. bVisual USA, Inc.*,
13 Nos. 09-2-119-9 and 09-2-60-5). The opposing parties'
14 CONFIDENTIAL INFORMATION shall not be used in or for other
15 cases, proceedings, or disputes, or for any personal, commercial,
16 business, competitive, or other purpose whatever except in defense or
17 prosecution of the Intellectual Property.

18 c. Except in defense or prosecution of the Intellectual Property, the
19 opposing parties' CONFIDENTIAL INFORMATION may not be
20 disclosed to anyone other than counsel and staff, experts who have
21 signed Exhibit A to the Protective Order, and parties to the Lawsuits.
22 No person who received or reviewed an opposing parties'
23 CONFIDENTIAL INFORMATION shall disclose it or its contents to
24 any person other than those described in this Consent Order and for
25 the purposes specified in paragraph 4(b) above.

18 d. Within thirty (30) days after final dismissal of this case, all
19 CONFIDENTIAL MATERIALS obtained (including copies thereof)
20 shall be returned to the producing party. All notes, drafts,
21 memoranda, work papers and other materials that contain confidential
22 information obtained from a party (whether prepared by outside
23 counsel, in-house attorneys, or other persons specified in this Order),
24 may be destroyed or retained by outside counsel for the obtaining
25 party, and, if so retained, shall be preserved as Confidential in
26 accordance with the terms of this Order.

- 1 e. A breach of the provisions of the Protective Order shall be subject to
2 sanctions, in the discretion of the Court, as authorized by any statute,
3 rule or inherent power of the Court, or as otherwise provided by law.
- 4 f. The provisions of the Protective Order included herein shall survive
5 and remain in full force and effect after the entry of final dismissal of
6 this case. Within 30 days after dismissal of the case, the Protective
7 Order entered in this case (Dckt. 138) is terminated, but the provisions
8 included herein shall remain in full force and effect.
- 9 g. Under paragraph 2 of the Settlement Agreement and Releases, as of
10 January 27, 2010, any and all CONFIDENTIAL and/or
11 ATTORNEYS' EYES ONLY designations made pursuant to the
12 Protective Order by Numbers on any documents or information in any
13 way related to the System were withdrawn. The Parties intend to
14 preserve certain provisions of the Protective Order through this
15 Consent Judgment. Accordingly, nothing in paragraph 4(a) of this
16 Consent Judgment shall be construed to treat as CONFIDENTIAL
17 INFORMATION any documents or information produced by
18 Numbers during the course of the Litigation and formerly covered by
19 the Protective Order that in any way relate to the System.

20 5. This Court will retain jurisdiction of the case to enforce this Consent
21 Judgment, the Settlement Agreement and Releases, and any other agreements
22 resolving the disputes between the Parties. Prior to filing any motion or claim for
23 breach, the party claiming breach will communicate with the other party's
24 attorneys, and the allegedly breaching party will have 30 days to cure any potential
25 breach. The case is otherwise dismissed in its entirety with prejudice, each party to
bear its own attorneys' fees and costs.

We consent to the entry of the foregoing Consent Judgment:

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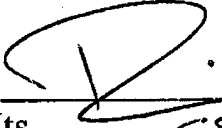
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Distribution LTD., bVisual S.A.,
Stephan Anthony Larson, Brian Larson,
Jane Doe Larson, and Allan Holbrook*

Dated: _____

bVisual USA, Inc.

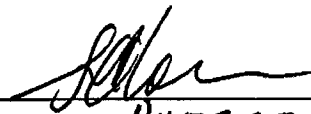
By 
Its SECRETARY
Dated 102810


bVisual Group Ltd., dba bVisual
World Distribution Ltd.


By 

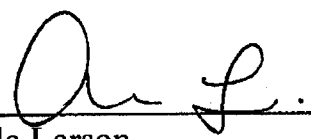
1 Its PRESIDENT
2 Dated 28 OCT 2010

3 bVisual S.A.

4 By 
5 Its PRESIDENT
6 Dated 28 OCT 2010

7 
8 Tony Larson
9 Dated 28 OCT 2010

10 
11 Brian Larson
12 Dated 102810

13 
14 Angela Larson
15 Dated 10/28/2010

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18 Allan Holbrook
19 Dated _____
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1 Its _____
2 Dated _____

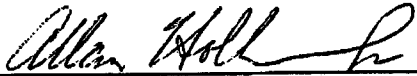
3 bVisual S.A.

4 By _____
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7 _____
8 Tony Larson
9 Dated _____

10 _____
11 Brian Larson
12 Dated _____

13 _____
14 Angela Larson
15 Dated _____

16 
17 Allan Holbrook
18 Dated October 29 2010

1 INVICTA LAW GROUP PLLC

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11 *Attorneys for Plaintiff*

12 Dated: 11-01-2010

13 Numbers Consulting, Inc.

14 By Jan Renfro

15 Its President

16 Dated Oct 28, 2010

17 Numbers Licensing, LLC

18 By Jan Renfro

19 Its Manager

20 Dated 10-28-2010

21 Jan Renfro

22 Jan Renfro

23 Dated 10-28-2010

24 Rand Renfro

25 Rand S. Renfro

Dated 10/31/2010

1
2 THE LAW OFFICE OF HELEN A. BOYER

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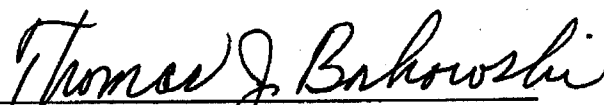
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11 *Attorney for Defendant Tom Borkowski*

12 Dated: 10-29-2010

13 

14 Thomas J. Borkowski

15 Dated 10-29-2010

1 **IT IS SO ORDERED.**

2
3 DATED this 22 day of November, 2010.

4
5 

6 THE HONORABLE EDWARD F. SHEA